

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PAMELA MILES-HICKMAN,
Plaintiff,

v.

DAVID POWERS HOMES, INC.,
Defendant.

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CIVIL ACTION NO. H-07-0754

VERDICT OF THE JURY

ADA RETALIATION CLAIM

Question No. 1

Did DPH violate the ADA by terminating Ms. Hickman's employment because she requested accommodations under the ADA?

Answer "Yes" or "No."

yes

Question No. 2

If you answered "Yes" to Question No. 1, what sum of money, if paid now in cash, would fairly and reasonably compensate Ms. Hickman for her damages, if any, that resulted from her being terminated because she requested accommodations under the ADA?

Answer in dollars and cents, if any. Otherwise, answer "None."

Answer as to the following elements and for each specified period:

Lost Wages

Back Pay (wages):

Period 1: December 17, 2005 to June 21, 2007:
Period 2: February 20, 2008 to Present:

\$ 50,000
\$ 25,000

Front Pay:

\$ None

Question No. 2 continues . . .

Compensatory Damages

Past: \$ 50,000

Future: \$ 50,000

TCHRA RETALIATION CLAIM

Question No. 3

Did DPH violate the TCHRA by terminating Ms. Hickman's employment because she opposed a discriminatory practice under the TCHRA?

Answer "Yes" or "No."

Yes

Question No. 4

If you answered "Yes" to Question No. 3, what sum of money, if paid now in cash, would fairly and reasonably compensate Ms. Hickman for her damages, if any, that resulted from her being terminated because she opposed a discriminatory practice under the TCHRA?

Answer in dollars and cents, if any. Otherwise, answer "None."

Answer as to the following elements and for each specified period:

Lost Wages

Back Pay (wages):

Period 1: December 17, 2005 to June 21, 2007: \$ None

Period 2: February 20, 2008 to Present: \$ None

Front Pay: \$ None

Compensatory Damages

Past: \$ None

Future: \$ None

FMLA RETALIATION CLAIM

Question No. 5

Did DPH retaliate against Ms. Hickman by terminating her employment because she engaged in an FMLA-protected activity?

Answer "Yes" or "No."

NO

Question No. 6

If you answered "Yes" to Question No. 5, did DPH act in good faith that it was not in violation of the FMLA with respect to its FMLA retaliatory conduct?

Answer "Yes" or "No."

Question No. 7

If you answered "Yes" to Question No. 5, what sum of money, if paid now in cash, would fairly and reasonably compensate Ms. Hickman for lost wages caused by DPH's FMLA retaliatory conduct?

Answer in dollars and cents, if any. Otherwise, answer "None."

Answer as to the following elements and for each specified period:

Lost Wages

Back Pay (wages):

Period 1: December 17, 2005 to June 21, 2007:

\$ None

Period 2: February 20, 2008 to Present:

\$ None

Front Pay:

\$ None

FMLA INTERFERENCE CLAIM

Question No. 8

Did DPH interfere with, restrain or deny Ms. Hickman's right to FMLA leave, or her attempt to exercise her right to FMLA leave?

Answer "Yes" or "No."

No

Question No. 9

If you answered "Yes" to Question No. 8, did DPH act in good faith that it was not in violation of the FMLA with respect to its FMLA interference conduct?

Answer "Yes" or "No."

Question No. 10

If you answered "Yes" to Question No. 8, what sum of money, if paid now in cash, would fairly and reasonably compensate Ms. Hickman for lost wages that resulted from DPH interfering with her rights under the FMLA?

Answer in dollars and cents, if any. Otherwise, answer "None."

Answer as to the following elements and for each specified period:

Lost Wages

Back Pay (wages):

Period 1: December 17, 2005 to June 21, 2007:

\$ None

Period 2: February 20, 2008 to Present:

\$ None

Front Pay:

\$ None

Signed on this 17th day of December 2008

Signature of jury redacted.